

City Clerk File No. Ord. 19-021

Agenda No. 3A. 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-021

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING RAVINE AVENUE AND ABBETT STREET AS A STOP INTERSECTION, STOPPING RAVINE AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Ravine Av</u>	<u>West</u>	<u>Abbett St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. This ordinance shall take effect at the time and in the manner as prescribed by law.

5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored.

AV: pcl
(03.13.19)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: [Signature] FOR
Municipal Engineer

APPROVED: [Signature]
Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) OF THE JERSEY CITY TRAFFIC CODE ARTICLE II (TRAFFIC REGULATIONS) AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING RAVINE AVENUE AND ABBETT STREET AS A STOP INTERSECTION, STOPPING RAVINE AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The purpose of this Ordinance is to designate the following intersection as a stop intersection:
Ravine Avenue and Abbett Street, stopping Ravine Avenue
Abbett St is one-way in the northbound direction and Ravine (two-way street) intersects Abbett to form a T-intersection. Therefore, vehicles traveling westbound on Ravine Avenue must come to a stop and then proceed to facilitate a right-turn onto northbound Abbett Street.
Designating Ravine Avenue as a "stop" street will increase traffic safety.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

3/13/19

Date

3/20/19

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: March 13, 2019

TO: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Department of Public Safety
Councilman Boggiano, Ward C

FROM: Andrew Vischio, P.E., Director of Traffic & Transportation
Division of Engineering, Traffic and Transportation

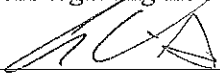
SUBJECT: **PROPOSED ORDINANCE – STOP INTERSECTION**

Please be advised, this Division has proposed legislation (for the Council's consideration) amending Chapter 332(Vehicles and Traffic) Section 332-9(Stop Intersections) of the Jersey City Traffic Code designating Ravine Avenue and Abbett Street as a stop intersection, stopping Ravine Avenue.

Designating this intersection as a stop control will improve traffic safety and operational characteristics at the intersection based on a detailed review of traffic conditions and guidance outlined within the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration. Abbett St is one-way in the northbound direction and Ravine (two-way street) intersects Abbett Street to form a T-intersection. Therefore, vehicles traveling westbound on Ravine Avenue must come to a stop and then proceed to facilitate a right-turn onto northbound Abbett Street. Designating Ravine Avenue as a "stop" street will increase traffic safety.

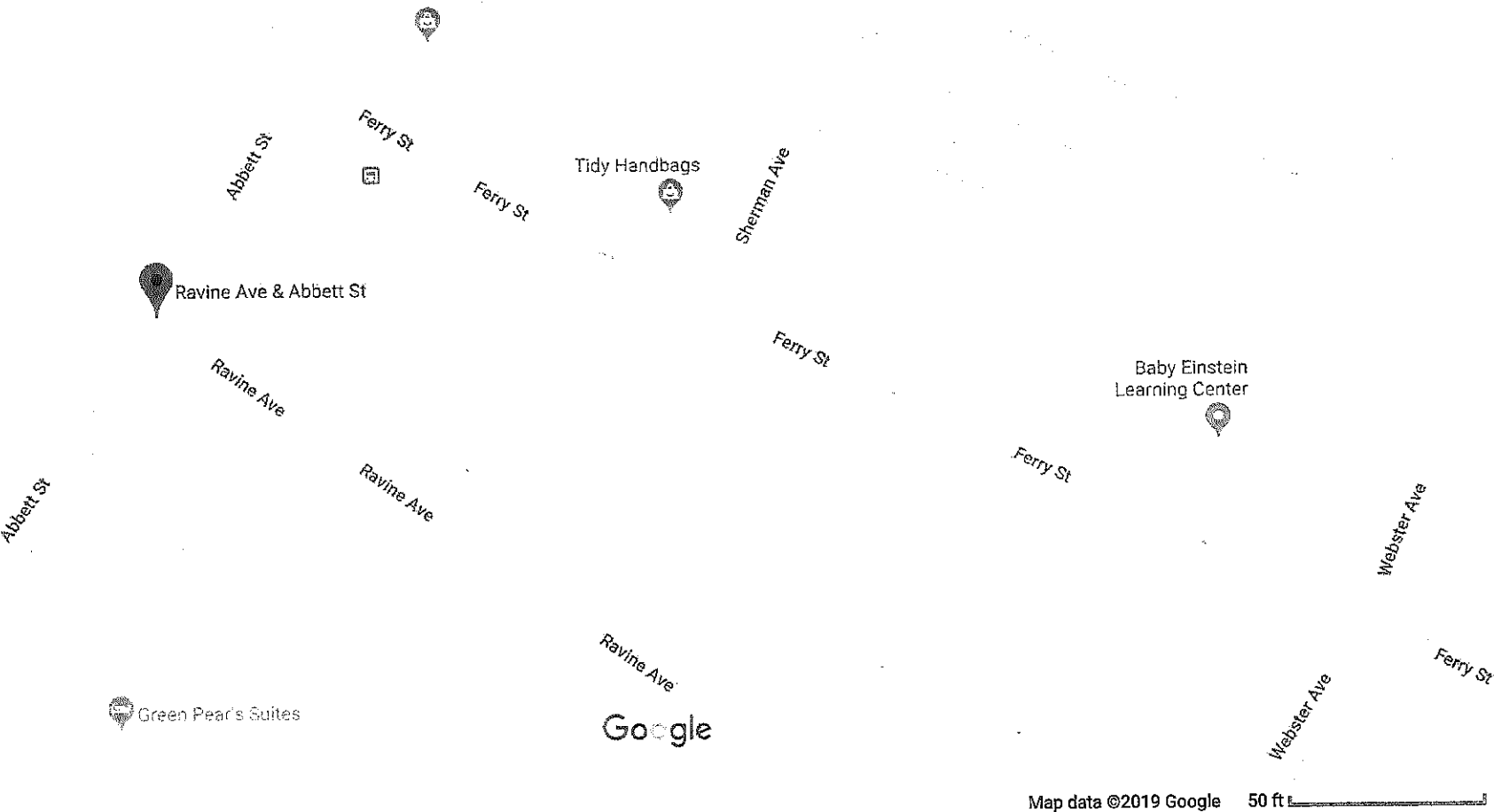
Councilman Boggiano has been advised by Email of the proposed traffic regulation. (copy attached) The recommended amendments should appear on the Agenda for the March 13, 2019 Municipal Council Meeting.

Please feel free to contact Andrew Vischio, P.E., at 201.547.4419 or AVischio@jcnj.org if you have any questions regarding the legislation.


Andrew Vischio, P.E.
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Jennifer Cato, Assistant Traffic Engineer
Deputy Chief of Staff Allison Solowsky
Michael Kelly, Chief of Police
Joseph Santiago, Commander, North District
Mary Spinello-Paretti, Director, Division of Enforcement, Dept. of Public Safety
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilwoman Ridley Councilwoman Prinz-Arey Councilman Robinson
Councilman Yun Councilman Solomon

Ravine Ave & Abbett St



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO: Ord. 19-021
TITLE: 3.A MAR 27 2019 4.A

APR 10 2019

An ordinance supplementing Chapter 332 (Vehicles and Traffic) of the Jersey City Traffic Code Article II (Traffic Regulations) amending Section 332-9 (Stop Intersections) designating Ravine Avenue and Abbett Street as a stop intersection, stopping Ravine Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAR 27 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
APR 10 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
APR 10 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 27 2019
Adopted on second and final reading after hearing on APR 10 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 10 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: [Signature]
Rolando R. Lavarro, Jr., Council President

Date APR 10 2019

APPROVED: [Signature]
Steven M. Fulop, Mayor

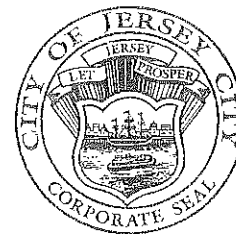
Date APR 12 2019

Date to Mayor APR 11 2019

City Clerk File No. Ord. 19-022

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-022

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE REPEALING THE NO PARKING ANY TIME PROHIBITION ON THE WEST SIDE OF SULLIVAN DRIVE FROM DANFORTH AVENUE TO 50 FEET SOUTH OF GREICO DRIVE; AMENDING SECTION 332-24 (PARKING PROHIBITED CERTAIN HOURS) REPEALING THE NO PARKING SCHOOL DAYS, 8 A.M. TO 4 P.M. ON THE EAST SIDE OF SULLIVAN DRIVE, BARTHOLDI AVENUE TO LEMBECK AVENUE; REPEALING SECTION 332-26 (NO STOPPING OR STANDING CERTAIN HOURS) REPEALING THE NO STOPPING OR STANDING, SCHOOL DAYS, 8 A.M. TO 4 P.M. ON THE EAST SIDE OF SULLIVAN DRIVE, BARTHOLDI AVENUE TO LEMBECK AVENUE AND AMENDING SECTION 332-31 (PARKING RESTRICTED FOR STREET CLEANING PURPOSES) DESIGNATING NO PARKING FOR STREET CLEANING PURPOSES ON THE WEST SIDE OF SULLIVAN DRIVE, LEMBECK AVENUE TO DANFORTH AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (No Parking Any Time) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 Parking prohibited at all times
No person shall park a vehicle on any of the streets or parts thereof described.

Name of Street	Side	Limits
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Sullivan Av	West	[Danforth Av to Lembeck Av] 50 feet south of the projected south east curb line of Greico Dr to Lembeck Av
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Section 332-24 No parking certain hours
No person shall park a vehicle between the times specified upon any of the streets, or parts thereof, listed below.

Name of Street	Side	Hours	Limits
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[Sullivan Dr	East	School Days 8 a.m. to 4 p.m.]	Bartholdi Av to Lembeck Av
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Section 332-26 No stopping or standing certain hours
No person shall stop or stand a vehicle between the times specified upon any of the streets, or parts thereof, listed below.

Name of Street	Side	Hours	Limits
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[Sullivan Dr	East	School Days 8 a.m. to 4 p.m.]	Bartholdi Av to Lembeck Av
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Section 332-31 Parking prohibited for street cleaning purposes.
 No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below

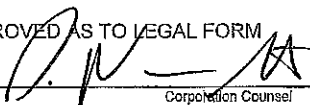
<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
Sullivan Dr	East	M and Th	3:00 p.m. to 5:00 p.m.	Bartholdi Av to Danforth Av
	West	Th	3:00 p.m. to 5:00 p.m.	<u>Danforth</u> [Lembeck] Av to Bartholdi Av

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: New material to be inserted is underscored; material to be repealed is in [brackets].


AV:pcl
 (03.13.19)

APPROVED AS TO LEGAL FORM


 Corporation Counsel

APPROVED: 
 Director of Traffic & Transportation

APPROVED:  FOR
 Municipal Engineer

APPROVED: 
 Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE REPEALING THE NO PARKING ANY TIME PROHIBITION ON THE WEST SIDE OF SULLIVAN DRIVE FROM DANFORTH AVENUE TO 50 FEET SOUTH OF GREICO DRIVE; AMENDING SECTION 332-24 (PARKING PROHIBITED CERTAIN HOURS) REPEALING THE NO PARKING SCHOOL DAYS, 8 A.M. TO 4 P.M. ON THE EAST SIDE OF SULLIVAN DRIVE, BARTHOLDI AVENUE TO LEMBECK AVENUE; REPEALING SECTION 332-26 (NO STOPPING OR STANDING CERTAIN HOURS) REPEALING THE NO STOPPING OR STANDING, SCHOOL DAYS, 8 A.M. TO 4 P.M. ON THE EAST SIDE OF SULLIVAN DRIVE, BARTHOLDI AVENUE TO LEMBECK AVENUE AND AMENDING SECTION 332-31 (PARKING RESTRICTED FOR STREET CLEANING PURPOSES) DESIGNATING NO PARKING FOR STREET CLEANING PURPOSES ON THE WEST SIDE OF SULLIVAN DRIVE LEMBECK AVENUE TO DANFORTH AVENUE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E at the request of Councilwoman Ridley	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Repealing the no parking prohibition on the west side of Sullivan Drive beginning at Danforth Avenue to a point 50 feet south of Greico Drive which will allow for approximately 12 additional legal parking spaces for the area residents.

Repealing the "No Parking, School Days" and "No Stopping or Standing, School Days", 8 a.m. to 4 p.m." on the east side of Sullivan Drive from Bartholdi Avenue to Lembeck Avenue will also allow for approximately 20 additional legal parking spaces along Sullivan Drive for the residents of the neighborhood.

With parking being restored to the west side of Sullivan Drive it is necessary to designate the parking restriction for street cleaning purposes.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

3/20/19

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: March 13, 2019

TO: Peter J. Baker, Corporation Counsel
Brian D. Platt, Business Administrator
Robert Byrne, City Clerk
Denise Ridley, Councilwoman, Ward A

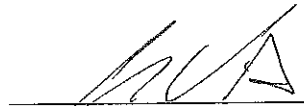
FROM: Andrew Vischio, PE
Director of Traffic & Transportation

SUBJECT: **PROPOSED ORDINANCE – SULLIVAN DRIVE**

Attached for your review is an Ordinance proposed by this Division, (for Municipal Council approval), at the request of Councilwoman Ridley supplementing Chapter 332(Vehicles and Traffic) Section 332-22 (Parking prohibited at all times), Section 332-24 (Parking prohibited certain hours) and Section 332-26 (No stopping or standing certain hours) of the Jersey City Municipal Code.

The purpose of this Ordinance is to repeal the no parking any time prohibition on the west side of Sullivan Drive beginning at Danforth Avenue and extending to a point 50 feet south of Greico Drive and repeal the no parking and no stopping and standing, school days, 8 a.m. to 4 p.m. parking restricting on the east side of Sullivan Drive from Bartholdi Avenue to Lembeck Avenue. And, designating no parking for street cleaning purposes on the west side Sullivan Drive, Lembeck Avenue to Danforth Avenue. Repealing the no parking and no stopping or standing prohibitions will allow for additional parking spaces along Sullivan Drive.

Councilwoman Ridley has been advised of the proposed traffic regulations via E Mail as well. (Copy attached) It is anticipated that this Ordinance will be on the Agenda for the March 27, 2019 Municipal Council meeting. If you have any questions, feel free to contact me @ extension 4419 or at AVischio@jcnj.org.



Andrew Vischio, P.E.
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mayor Fulop

Allison Solowsky, Deputy Chief of Staff

Mary Spinello-Paretti, Director, Parking Enforcement Division, Dept. of Public Safety

Council President Lavarro, Jr.

Councilwoman Watterman

Councilman Rivera

Councilwoman Prinz-Arey

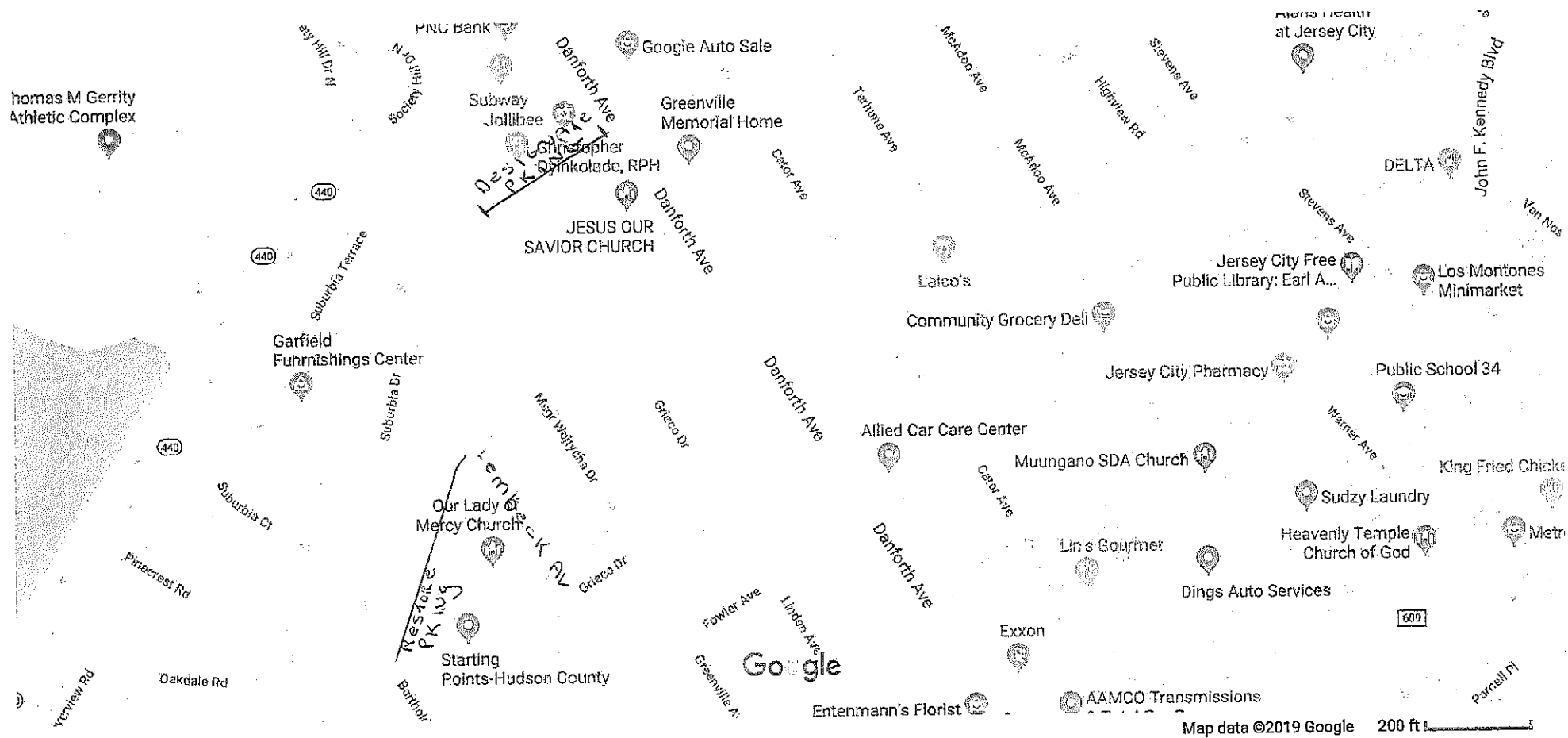
Councilman Boggiano

Councilman Yun

Councilman Solomon

Councilman Robinson

Google Maps



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-022
TITLE: 3.B MAR 27 2019 4.B

APR 10 2019

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) amending Section 332-22 (Parking Prohibited At All Times of the Jersey City Code Repealing The No Parking Any Time Prohibition on the west side of Sullivan Drive from Danforth Avenue to 50 feet south of Greco Drive; Amending Section 332-24 (Parking Prohibited Certain Hours) repealing the No Parking School Days, 8 a.m. to 4 p.m. on the east side of Sullivan Drive, Bartholdi Avenue to Lembeck Avenue; repealing Section 332-26 (No Stopping or Standing Certain Hours) repealing the No Stopping or Standing, School Days, 8 a.m. to 4 p.m. on the east side of Sullivan Drive, Bartholdi Avenue to Lembeck Avenue and amending Section 332-31 (Parking Restricted for Street Cleaning Purposes) designating No Parking for Street Cleaning Purposes on the west side of Sullivan Drive, Lembeck Avenue to Danforth Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 27 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 10 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 10 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 27 2019

Adopted on second and final reading after hearing on APR 10 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 10 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: [Signature]
Rolando R. Lavarro, Jr., Council President

Date APR 10 2019

APPROVED: [Signature]
Steven M. Fulop, Mayor

Date APR 12 2019

Date to Mayor APR 11 2019

City Clerk File No. Ord. 19-023

Agenda No. 3.C. 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-023

TITLE:

ORDINANCE RATIFYING THE EXECUTION AND ACCEPTANCE FROM PARK AVENUE LANDING, LLC OF A DEED OF EASEMENTS FOR ROADWAY PURPOSES AND A TEMPORARY CONSTRUCTION EASEMENT AND THE EXECUTION AND ACCEPTANCE FROM LIBERTY HARBOR HOLDING, LLC OF A DEED OF TEMPORARY CONSTRUCTION EASEMENT IN CONNECTION WITH THE CONSTRUCTION OF A NEW ROADWAY CONNECTING JERSEY AVENUE AND PHILLIP STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, pursuant to a Memorandum of Agreement ("MOA") dated May 7, 2018 between the City of Jersey City ("City") and the New Jersey Turnpike Authority ("NJTA"), the NJTA will be constructing a vehicular bridge over the Morris Canal and a new roadway connecting Jersey Avenue and Phillip Street ("Bridge Project"); and

WHEREAS, in order for the NJTA to proceed with the Bridge Project it was necessary for the City to obtain temporary construction easements from Park Avenue, LLC ("Park Avenue") the owner of Lot 33 in Block 15801 ("Property I") and from Liberty Harbor Holding, LLC ("Liberty Harbor") the owner of Lots 8.01 and 72 in Block 15801 ("Property II"); and

WHEREAS, Park Avenue and Liberty Harbor agreed to give the City the temporary construction easements that are needed for the Bridge Project; and

WHEREAS, the Bridge Project also required that the City obtain a permanent easement over Property I for its use as a public street and right-of-way; and

WHEREAS Park Avenue was desirous of dedicating a permanent easement over that portion of the Property I described in Exhibit "A" attached hereto (the "Roadway Easement Area") to the City for use as a public street and right-of-way; and

WHEREAS, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the conveyance and dedication of land and for public purposes.

NOW, THEREFORE BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

1. A portion of the land that more particularly described as follows:
 - (a) A portion of Block 15801, Lot 33 and more accurately described in Exhibit "A" and shown on Exhibit "B" attached hereto

be and the same is hereby accepted and dedicated as a public street and right-of-way.


2. The Business Administrator's execution of the documents set forth below is ratified:
 - (a) the execution of the Deed of Temporary Construction Easement with Liberty Harbor Holding, LLC attached hereto as Exhibit "C";
 - (b) subject to review and approval by the City's Corporation Counsel of a title report provided by Park Avenue Landing, LLC, the execution of the Deed of Easements for Roadway Purposes with Park Avenue Landing, LLC attached hereto as Exhibit "D";
 - (c) subject to review and approval by the Municipal Engineer, the acceptance of all easements described in paragraph 3 below; and
 - (d) subject to review and approval by the Corporation Counsel, execute any other documents necessary to accomplish the dedication of the aforementioned lands.
3. This dedication shall be subject to all easements affecting Property I recorded in the Office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to an entities use or operation of water, sewer or utility lines.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect in the manner as prescribed by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: all new material is underlined; words in {brackets} are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*

RR
3-13-19


RR
3-13-19

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

ORDINANCE RATIFYING THE EXECUTION AND ACCEPTANCE FROM PARK AVENUE LANDING, LLC OF A DEED OF EASEMENTS FOR ROADWAY PURPOSES AND A TEMPORARY CONSTRUCTION EASEMENT AND THE EXECUTION AND ACCEPTANCE FROM LIBERTY HARBOR HOLDING, LLC OF A DEED OF TEMPORARY CONSTRUCTION EASEMENT IN CONNECTION WITH THE CONSTRUCTION OF A NEW ROADWAY CONNECTING JERSEY AVENUE AND PHILLIP STREET

Initiator

Department/Division	Administration	Engineering
Name/Title	Joe Cunha	Municipal Engineer
Phone/email	547-6986	JCunha@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Pursuant to a Memorandum of Agreement ("MOA") dated May 7, 2018 between the City and the N. J. Turnpike Authority ("NJTA"), the NJTA will be constructing a vehicular bridge over the Morris Canal and a new roadway connecting Jersey Avenue and Phillip Street ("Bridge Project"). For the NJTA to proceed with the Bridge Project, it was necessary for the City to obtain temporary construction easements from Park Avenue, LLC ("Park Avenue") the owner of Lot 33 in Block 15801 ("Property I") and from Liberty Harbor Holding, LLC ("Liberty Harbor") the owner of Lots 8.01 and 72 in Block 15801 ("Property II"). The Bridge Project also required that the City obtain a permanent easement over Property I for its use as a public street and right-of-way. To avoid delaying the Project, it was necessary for the Business Administrator to execute a Deed of Easements for Roadway Purposes and a Deed of Temporary Construction Easement.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

EXHIBIT A

ROADWAY EASEMENT DESCRIPTION

PARCEL NO: RE15801.33
MUNICIPALITY: City of Jersey City
BLOCK AND LOT NO.: Block 15801, Lot 33
PROPERTY ADDRESS: Jersey Avenue, Jersey City, NJ 07302
CURRENT RECORD OWNER: Park Avenue Landing, LLC
(Formerly C.O.S. Properties, LLC)
78 John Miller Way, Suite 102
Kearny, New Jersey 07032

Parcel RE15801.33, as indicated on a map entitled: "INDIVIDUAL PROPERTY PARCEL MAP, City of Jersey City, Jersey Avenue Vehicular Bridge Over Mill Creek, Parcel No. RE15801.33, City of Jersey City, County of Hudson", Scale: 1"=30', Date: December 2018;

Parcel RE15801.33, including specifically all the land and premises located at about Station 19+25 (Jersey Avenue Baseline Stationing), right, and more particularly described as follows:

BEGINNING at a point of intersection in the division line between Lot 33 and Lot 72, Block 15801, and the easterly proposed R.O.W line of Jersey Avenue, as shown on the aforesaid map, and running, thence:

1. S 22°09'35" W, a distance of 383.66 feet (calculated), along said easterly proposed R.O.W. line of Jersey Avenue, to a point in the division line between Lot 33 and Lot 35, Block 15801, thence;
2. N 82°10'26" W, a distance of 41.29 feet (calculated), along said division line between Lot 33 and Lot 35, Block 15801, to a point in the existing westerly line of Lot 33, Block 15801, thence;
3. N 22°09'35" E, a distance of 346.30 feet (calculated), along said existing westerly line of Lot 33, Block 15801, to a point in the existing northerly line of Lot 33, Block 15801, thence;
4. Curving to the right, with a radius of 399.81 feet, an arc length of 62.23 feet, a chord bearing N 62°12'35" E, and a chord distance of 62.16 feet (calculated), along said existing northerly line of Lot 33, Block 15801, to the point and place of BEGINNING;

Containing 14,650 square feet or 0.336 acres, more or less;

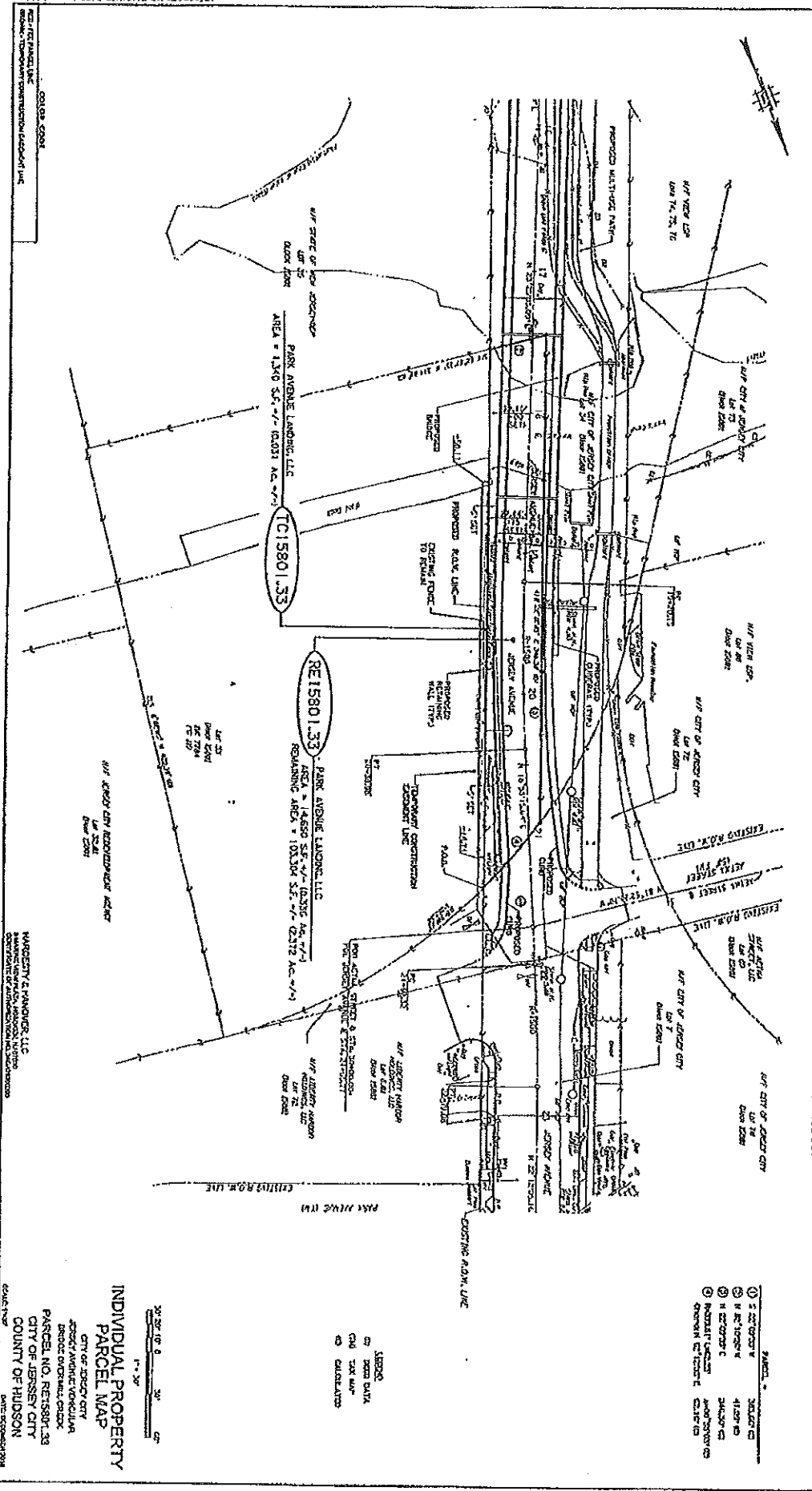
Being also known as part of Lot 33 Block 15801 on the tax map of the City of Jersey City.

MALICK AND SCHERER, P.C.

Michael J. McAlpin, PLS	Date
Professional Land Surveyor	
New Jersey License No. 24GS03674700	

EXHIBIT B

CITY OF JERSEY CITY COUNTY OF HUDSON



COLLEGE STREET
REAR PROPERTY LINE
REAR PROPERTY LINE

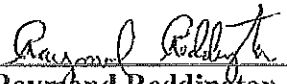
WAGNETT & HANDLER, LLC
PLANNING DIVISION, HUDSON COUNTY
COUNTY OF HUDSON

INDIVIDUAL PROPERTY
PARCEL MAP
CITY OF JERSEY CITY
COUNTY OF HUDSON
PARCEL NO. RE15801.33
CITY OF JERSEY CITY
COUNTY OF HUDSON

DATE: 02/01/2014

EXHIBIT C

Record and Return To:
Raymond Reddington, Esq.
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Prepared By:

Raymond Reddington, Esq.

DEED OF TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT is made this 28th day of February 2019

BETWEEN LIBERTY HARBOR HOLDING, LLC, whose address is 345 Tenth Street, Jersey City, New Jersey 07302,

(Hereinafter "Grantor")

AND THE CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, whose address is 280 Grove Street, Jersey City, New Jersey 07302,

(Hereinafter "Grantee")

WHEREAS, Grantor is the fee owner of Lots 72 and 8.01 in Block 15801 on the Tax Map of the City of Jersey City and also described on Exhibit "A" attached hereto (the "Property") and grants to the Grantee a non-exclusive easement over a portion of the Property identified on Exhibit "B" and depicted on Exhibit "C" attached hereto (the "Easement Area"); and

WHEREAS, it is necessary for the Grantee to obtain access to the Easement Area to perform and facilitate certain activities related to the construction of the Jersey Avenue Bridge more particularly described in the Memorandum of Agreement (the "MOA") dated May 7, 2018 between the Grantee and the New Jersey Turnpike Authority (hereafter referred to as the "Bridge Program"); and

WHEREAS, in connection with the Bridge Program, Grantee has requested that Grantor convey a Temporary Construction Easement (hereinafter defined) for the Easement Area to Grantee.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor:

1. **Recitals**. Each of the foregoing recitals are incorporated herein at length as if fully set forth in the body of this instrument.

2. **Grant of Easement.** Grantor does hereby give, grant, convey and assign unto Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, a temporary construction easement in, over, upon, and across the Easement Area upon the following terms and conditions. Grantor grants to the Grantee the temporary right to enter upon the Easement Area with personnel, equipment and materials to undertake and complete the Bridge Program as contemplated in the MOA (the "Temporary Construction Easement"). This temporary right shall begin from the date of notice from the Grantee and shall terminate upon completion of said work, SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

3. **Purpose of Temporary Construction Easement Parcel.**

(a) The Temporary Construction Easement shall include the right of the Grantee, its successors, assigns, agents, contractors, engineers, consultants and/or designees, as the case may be, on foot and with vehicles and machinery to enter and re-enter the Easement Area for the purpose of conducting any and all necessary acts, studies, testing, preparation, construction and reconstruction which may be required pursuant to the Bridge Program across, over, under and through the Easement Area.

(b) The rights granted herein shall include such additional rights as contemplated in the MOA including the right to enter and re-enter the Easement Area without notice to Grantor.

(c) Said Temporary Construction Easement shall further include the right to remove any trees, bushes, shrubs, undergrowth and/or any other obstructions interfering with the carrying out of the purposes as described herein.

4. **Duration of Easement and Assignment of Rights.** The Temporary Construction Easement shall commence upon written notification from the Grantee, and shall remain in effect for 24 months, or until such use is no longer required as determined by Grantee, at which time the land shall be restored to substantially the same condition that prevailed before said temporary use began; provided, however, that this restoration clause specifically excludes replacement of trees, shrubs or flowering plants. Should the duration need to be extended for cause as determined by Grantee, the Grantor shall not unreasonably withhold, delay, or condition its consent to an extension.

5. **Maintenance of Temporary Construction Easement Area.** Grantor, its successors and assigns, shall not install any fence, vegetation, landscaping, structure or other impediment in or impacting the Easement Area which would unreasonably interfere with Grantee's use of the Temporary Construction Easement or Grantee's exercise of the rights conveyed herein. Grantee shall have the right to clear any such impediments and obstructions installed thereon by Grantor.

6. **Property of Grantee:** It is expressly understood and agreed that all tools, equipment, vehicles, improvements placed upon the said lands conveyed by this instrument shall remain the property of the Grantee, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Grantee, its successors and assigns,

its agents, contractors, engineers, consultants and/or designees, as the case may be, within a reasonable period after the construction contemplated by this instrument is completed.

7. **Binding Effect.** By acceptance of this instrument, Grantor and Grantee agree to abide by the terms and conditions herein, and the provisions of this instrument shall inure to the benefit of and be binding upon the respective parties hereto and their heirs, executors, administrators, successors, and assigns. The rights granted hereunder may be assigned and transferred by Grantee.

8. **Severability.** If any of the provisions of the Temporary Construction Easement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Temporary Construction Easement, but rather the entire Temporary Construction Easement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Grantor and Grantee shall be construed and enforced accordingly. Grantee assumes no responsibility or liability for any condition which may be disclosed by the entry onto the lands and interests being conveyed herein.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, together which shall constitute the same instrument.

10. **Covenants.** The covenants contained herein shall run with the land and be construed as running with the land, and the same shall be binding upon the parties hereto, their heirs, assigns and successors in title or interest for as long as the purpose thereof continues.

11. **Indemnity.** The Grantee hereby covenants and agrees that it will forever warrant, defend, indemnify and save harmless the Grantor, its officers, agents, and employees against any and all claims and any and all liability for damages, costs, charges and expenses of whatever kind or nature, including personal injury and property damage, arising out of the Grantee's, its agents', its successors', its assigns', its contractors', its engineers', its consultants', and/or its designees' use of the Easement Area and/or construction of improvements on the Easement Area, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the Grantor.

12. **Insurance.** Grantee shall maintain at its sole cost and expense comprehensive general liability insurance protecting the Grantor against claims for bodily injury, death or property damage of \$2,000,000 per occurrence, \$2,000,000 in the aggregate and \$25,000,000 of excess liability coverage naming Grantor as an additional insured.

13. **Construction.** Subject to the easement description on Exhibit "B" attached, Grantee shall, as far as reasonably possible, restore the Easement Area to its pre-existing condition when entered upon by the Grantee, its agents, employees or contractors. Grantee shall be responsible for obtaining, at Grantee's sole cost and expense, all permits and approvals which may be required from governmental authorities in connection with the Construction. Prior to beginning construction, a minimum of 14-days advance written notice shall be provided by Grantee to Grantor. Grantee shall use commercially reasonable efforts during construction to minimize interruption on the property more particularly described in Exhibit "A". No construction work shall be permitted before 9:00 A.M. or on weekends or holidays. All existing roadways shall

remain clear and access to the property shall be maintained to the extent practicable to complete the construction.

14. **Standard of Care.** Grantee agrees to perform all work in the Easement Area in a workmanlike manner, with a minimum of inconvenience to the other parties, and in accordance with all applicable laws, rules, regulations, ordinances and approvals. All such work shall be performed in an expeditious manner.

15. **Liens.**

Without limiting the indemnification set forth in Section 11 hereof, Grantee shall not permit any construction liens, claims, stop notices or lien claims (each a "Lien") to be filed against the Grantor's property as a result of the work performed in the Easement Area on behalf of the Grantee. If any Lien is filed in violation of this section, Grantee shall promptly discharge or cause to be discharged such Lien, or post a bond sufficient for such Lien to be removed from the land records.

16. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class certified mail (return receipt requested), postage prepaid, or by a reputable overnight delivery service such as FedEx addressed to the respective addresses of the parties set forth above, or to such other address as any party may designate to the others by a written notice for the purposes hereof.

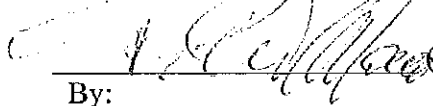
17. **Representations.** Grantee represents and warrants that it is not a Specially Designated National or a Blocked Person as those terms are defined in the rules of the Office of Foreign Assets Control nor a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

IN WITNESS WHEREOF, Grantor has executed, and Grantee has accepted, this Deed of Temporary Construction Easement the day and year first above written.

WITNESS:

GRANTOR:

LIBERTY HARBOR HOLDING, LLC

 (Seal)
By: _____

WITNESS:

By: _____

SEAN J. GALLAGHER
Deputy City Clerk

GRANTEE:

CITY OF JERSEY CITY

By: _____

Brian Platt
Business Administrator

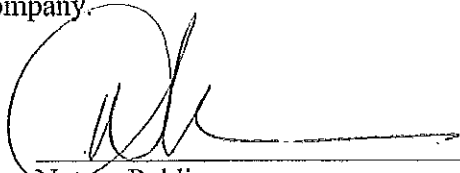
STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

I CERTIFY that on February 20, 2019, Peter Mocco, Member of Liberty Harbor Holding, LLC, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the authorized signatory of the limited liability company named in this document; and
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the limited liability company, and this person is authorized to execute the same on behalf of the limited liability company.



Notary Public

Donna M McDougall
Notary Public, State of New Jersey
Lic. No. 2406787
My Commission Expires March 30, 2021

STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

I CERTIFY that on February 28, 2019, Brian Platt personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the Business Administrator of the City of Jersey City, a body corporate and politic of the State of New Jersey, the entity named in the attached document; and
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the City of Jersey City, and this person is authorized to execute the same on behalf of the City of Jersey City.

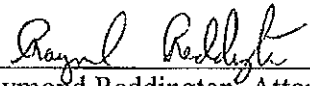

Raymond Reddington, Attorney at Law, N.J.

EXHIBIT A

Property Description

Block 15801, Lots 72 and 8.01 on the Tax Map of the City of Jersey City

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

PARCEL NO: TC15801.8.01

MUNICIPALITY: City of Jersey City

BLOCK AND LOT NO.: Block 15801, Lots 72 & 8.01

PROPERTY ADDRESS: Jersey Avenue, Jersey City, NJ 07302

CURRENT RECORD OWNER: N/F Liberty Harbor Holding, LLC
345 Tenth Street
Jersey City, NJ 07302

Parcel TC15801.8.01, as indicated on a map entitled: "INDIVIDUAL PROPERTY PARCEL MAP, City of Jersey City, Jersey Avenue Vehicular Bridge Over Mill Creek, Parcel No. TC15801.8.01, City of Jersey City, County of Hudson", Scale: 1"=30', Date: December 2018;

Parcel TC15801.8.01, including specifically all the land and premises located at about Station 22+10 (Jersey Avenue Baseline Stationing), right, and more particularly described as follows:

BEGINNING at a point on the existing easterly line of Jersey Avenue, at about station 22+54, where it is intersected by the proposed Temporary Construction Easement Line, as shown on the aforementioned map, and running thence;

- 1) Along said easement line, South 68° 45' 23" East, a distance of 18.46 feet (calculated) to a point, shown at Station 22+54, 58 feet right, thence;
- 2) Along the same, South 02° 11' 13" West, a distance of 65.36 feet (calculated) to a point, shown at Station 21+89, 78 feet right, thence;
- 3) Along the same, South 87° 55' 37" West, a distance of 44.73 feet (calculated) to a point, on the aforesaid existing easterly line of Jersey Avenue, thence;
- 4) Along said line, North 22° 09' 35" East, a distance of 79.49 feet (calculated) to the point and place of BEGINNING.

Containing 2,190 square feet or 0.050 acres, more or less

Being also known as an easement in Lots 72 and 8.01 in Block 15801 on the tax map of the City of Jersey City.

MALICK AND SCHERER, P.C.

Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

Date

EXHIBIT C

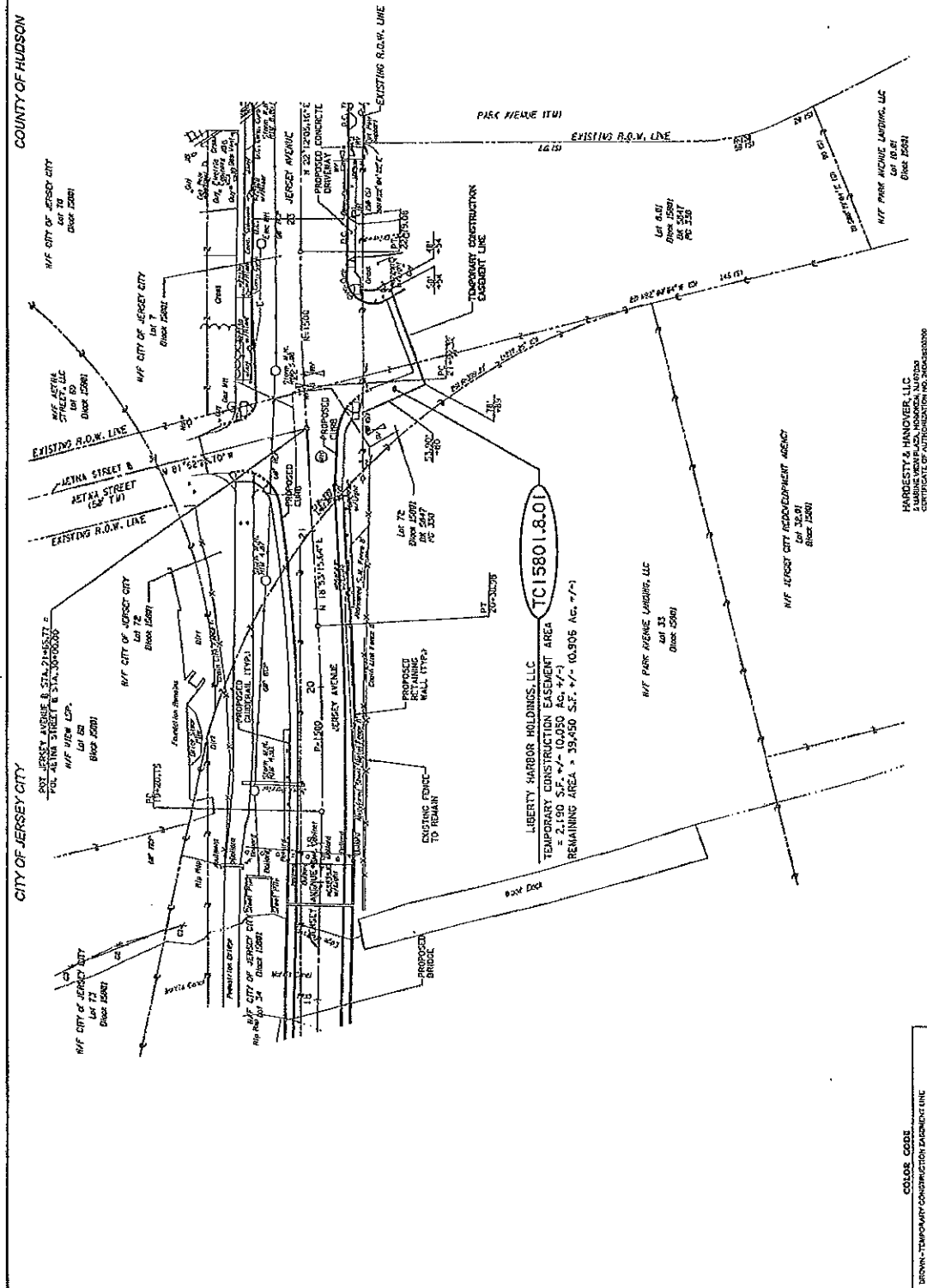


EXHIBIT D

Record and Return To:
Raymond Reddington, Esq.
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Prepared By:


Raymond Reddington, Esq.

**DEED OF EASEMENTS
FOR ROADWAY PURPOSES**

This Deed of Easements (this "Road Easements") is made on February 20th 2019
BETWEEN Park Avenue Landing, LLC (formerly known as C.O.S. Properties, LLC),
with an address at 78 John Miller Way, Suite 102, Kearny, New Jersey 07032
("Grantor")

AND THE City of Jersey City, a municipal corporation of the State of New Jersey, with
an address at 280 Grove Street, Jersey City, New Jersey 07302 ("Grantee").

Recitals

Whereas Grantor is the fee owner of Lot 33 in Block 15801 on the Tax Map of the
City of Jersey City and also described on Exhibit "A" attached hereto (the "Property"); and

Whereas Grantor is desirous of dedicating a permanent easement over that portion
of the Property described in Exhibit "B" attached hereto (the "Roadway Easement Area") to
the Grantee for use as a public street and right-of-way; and

Whereas, in connection with the construction of the roadway improvements
contemplated, Grantee has requested that Grantor convey a Temporary Construction
Easement (hereinafter defined) over another portion of the Property to Grantee.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and

valuable consideration, the receipt of which is hereby acknowledged by Grantor:

1. **Recitals.** Each of the foregoing recitals are incorporated herein at length as if fully set forth in the body of this instrument.

2. **Grant of Easements.**

A. **Perpetual Rights.** The Grantor grants to the Grantee a perpetual right-of-way and easement (the "Roadway Easement Area") through, over, upon, under in and across the Roadway Easement Area.

B. **Purpose of Roadway Easement.** This Roadway Easement shall be solely for a public roadway and all necessary surface and subsurface appurtenances including but not limited to traffic signs, traffic signals and/or control devices, street lighting facilities, tree pits, landscaping, fire hydrants and/or utilities including, but not limited to, water lines, sanitary sewer lines, storm sewer lines, electric lines, natural gas lines, fiber optic cable, curbing, sidewalks, telecommunication facilities and other fixtures, appurtenances, improvements and facilities (hereinafter the "Facilities"), as may be necessary in connection with the use of said Roadway Easement Area as a public right-of-way together with the perpetual right of the Grantee and all public and private utilities to construct, reconstruct, relocate, operate, inspect, protect, repair or replace all Facilities constructed within the Roadway Easement Area, including all reasonable incidental rights but not limited to the right to subjacent lateral support.

C. **Temporary Construction Easement.** The Grantor grants to the Grantee a temporary construction easement (the "Temporary Construction Easement") in, over, upon, and across that portion of the Property described on Exhibit "C" and depicted on

Exhibit "D", each of which are attached hereto. This Temporary Construction Easement shall include the temporary right of Grantee directly and/or Grantee's successors, assigns, agents, contractors, engineers, consultants, and/or designees to enter upon the Temporary Construction Easement Area with personnel, equipment and materials to undertake and complete the roadway construction project. This Temporary Construction Easement shall begin from the date of notice from the Grantee and shall terminate upon completion of said work. This Temporary Construction Easement shall include the right to remove any trees, bushes, shrubs undergrowth, and/or other obstructions interfering with the roadway construction project and Grantee shall have no obligation to replace, same, but shall be obligated to re-grade and seed any disturbed portion of the Temporary Construction Easement Area upon completion of the project.

3. Tax Map Reference. (N.J.S.A. 46:15-2.1) Jersey City, County of Hudson, a portion of Block 15801, Lot 33.

4. Restrictions of Record.

A. This Roadway Easement is granted subject to restrictions and easements of record which have been recorded against the Property in the Office of the Register of Hudson County prior to the recording of this Deed of Easements if any, municipal zoning ordinances, and such state of facts as an accurate survey and inspection of the premises may disclose.

5. Promises by Grantor. The Grantor represents that, to Grantor's actual knowledge and except in connection with the acquisition and development of the Roadway Easement Area, the Grantor has done no act to encumber the Property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6) and means that the Grantor has not allowed to anyone else to obtain any legal rights which affect the Easement Area, except as currently

exists.

6. **Conditions.** This Roadway Easement is subject to the following additional terms, conditions, and limitations:

A. Grantor shall have no right to erect or allow any building, structures, or other improvement to be erected or installed within, upon, or in the Roadway Easement Area.

7. **Maintenance.**

A. Grantee shall have the right to trim, cut and remove such tree branches, roots, shrubs, plants trees and vegetation which might, within the exclusive reasonable discretion and judgment of Grantee, interfere with or threaten the safe, proper or convenient use, maintenance or operation of the road and Facilities in the Roadway Easement Area. Grantee shall not be responsible for any damage to any trees or other vegetation due to any permitted activities within the Roadway Easement Area.

B. To the extent that Grantor is otherwise required to do so, Grantor shall continue to maintain and repair the sidewalks, handicapped ramps and grass and/or landscaped areas, if any, in the Roadway Easement Area, and keep same in good condition, at the sole costs and expense of the Grantor and pursuant to all applicable laws.

8. **Who is Bound.** The terms and conditions of this Deed of Easements are legally binding upon the Parties and shall inure to the benefit of the respective successors and/or assigns of Grantor and Grantee.

9. **Modification of Deed of Easements.** Any modification of this Deed of Easements or additional obligation assumed by either party in connection with this Deed of Easements shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

10. **Covenants.** The covenants contained herein shall run with the land and be construed as running with the land, and shall be binding upon the parties hereto, their heirs, assigns and successors in title (perpetual easement).

11. **Governing Law.** The covenants, restrictions, exceptions, reservations, limitations, or other provisions made in this Deed of Easement shall be construed and governed by the laws of the State of New Jersey.

12. **Indemnity.** The Grantee hereby covenants and agrees that it will forever warrant, defend, indemnify and save harmless the Grantor, its officers, agents, and employees against any and all claims and any and all liability for damages, costs, charges and expenses of whatever kind or nature, including personal injury and property damage, arising out of the Grantee's, its agents', its successors', its assigns', its contractors', its engineers', its consultants', and/or its designees' use of the Temporary Construction Easement Area and/or construction of improvements on the Roadway Easement Area, other than liability arising out of the sole negligence or intentional or wanton or willful acts of the Grantor.

13. **Insurance.** Grantee shall maintain at its sole cost and expense comprehensive general liability insurance protecting the Grantor against claims for bodily injury, death or property damage of \$2,000,000 per occurrence, \$2,000,000 in the aggregate and \$25,000,000 of excess liability coverage naming Grantor as an additional insured.

14. **Construction.** Subject to the easement description on Exhibit "B" attached, Grantee shall, as far as reasonably possible, restore the Temporary Construction Easement Area to its pre-existing condition when entered upon by the Grantee, its agents, employees

or contractors. Grantee shall be responsible for obtaining, at Grantee's sole cost and expense, all permits and approvals which may be required from governmental authorities in connection with the Construction. Prior to beginning construction, a minimum of 14-days advance written notice shall be provided by Grantee to Grantor. Grantee shall use commercially reasonable efforts during construction to minimize interruption on the property more particularly described in Exhibit "A". No construction work shall be permitted before 9:00 A.M. or on weekends or holidays. All existing roadways shall remain clear and access to the property shall be maintained to the extent practicable to complete the construction.

15. Standard of Care. Grantee agrees to perform all work in the Roadway Easement Area and the Temporary Construction Easement area in a workmanlike manner, with a minimum of inconvenience to the other parties, and in accordance with all applicable laws, rules, regulations, ordinances and approvals. All such work shall be performed in an expeditious manner.

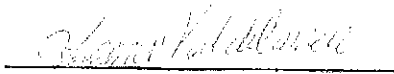
16. Liens. Without limiting the indemnification set forth in Section 11 hereof, Grantee shall not permit any construction liens, claims, stop notices or lien claims (each a "Lien") to be filed against the Grantor's property as a result of the work performed in the Temporary Construction Easement Area and the Roadway Easement Area on behalf of the Grantee. If any Lien is filed in violation of this section, Grantee shall promptly discharge or cause to be discharged such Lien, or post a bond sufficient for such Lien to be removed from the land records.

17. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first

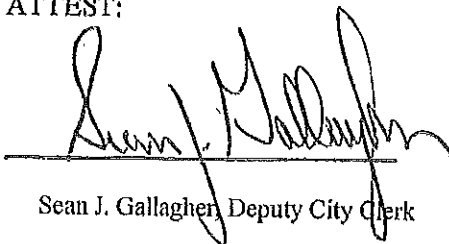
class certified mail (return receipt requested), postage prepaid, or by a reputable overnight delivery service such as FedEx addressed to the respective addresses of the parties set forth above, or to such other address as any party may designate to the others by a written notice for the purposes hereof.

IN WITNESS WHEREOF, the Grantor and Grantee have signed this Deed of Easements as of the date and year first above written.

WITNESS or ATTESTED:



ATTEST:


Sean J. Gallagher, Deputy City Clerk

GRANTOR:

Park Avenue Landing, LLC

By:



GRANTEE:

City of Jersey City

By:


Brian Platt, Business Administrator

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF HUDSON) SS:

I CERTIFY that on February 20, 2019 Peter Kohnen personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the authorized signatory of the limited liability company named in the this Deed of Easements; and
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the limited liability company and this person is authorized to execute the same on behalf of the limited liability company.

Notary Public

GORETTI S. CUNHA
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires Aug 6, 2022

STATE OF NEW JERSEY)
) SS:
COUNTY OF HUDSON)

I CERTIFY that on February 28, 2019, Brian Platt personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is the Business Administrator of the City of Jersey City, a body corporate and politic of the State of New Jersey, the entity named in the attached document; and
- (b) this document was signed and delivered by this person as his voluntary act and deed on behalf of the City of Jersey City and this person is authorized to execute the same on behalf of the City of Jersey City.

Raymond Reddington
Raymond Reddington, Attorney at Law, N.J.

EXHIBIT A

EXHIBIT B

ROADWAY EASEMENT DESCRIPTION

PARCEL NO: RE15801.33

MUNICIPALITY: City of Jersey City

BLOCK AND LOT NO.: Block 15801, Lot 33

PROPERTY ADDRESS: Jersey Avenue, Jersey City, NJ 07302

CURRENT RECORD OWNER: Park Avenue Landing, LLC

(Formerly C.O.S. Properties, LLC)

78 John Miller Way, Suite 102

Kearny, New Jersey 07032

Parcel RE15801.33, as indicated on a map entitled: "INDIVIDUAL PROPERTY PARCEL MAP, City of Jersey City, Jersey Avenue Vehicular Bridge Over Mill Creek, Parcel No. RE15801.33, City of Jersey City, County of Hudson", Scale: 1"=30', Date: December 2018;

Parcel RE15801.33, including specifically all the land and premises located at about Station 19+25 (Jersey Avenue Baseline Stationing), right, and more particularly described as follows:

BEGINNING at a point of intersection in the division line between Lot 33 and Lot 72, Block 15801, and the easterly proposed R.O.W line of Jersey Avenue, as shown on the aforesaid map, and running, thence:

1. S 22°09'35" W, a distance of 383.66 feet (calculated), along said easterly proposed R.O.W. line of Jersey Avenue, to a point in the division line between Lot 33 and Lot 35, Block 15801, thence;
2. N 82°10'26" W, a distance of 41.29 feet (calculated), along said division line between Lot 33 and Lot 35, Block 15801, to a point in the existing westerly line of Lot 33, Block 15801, thence;
3. N 22°09'35" E, a distance of 346.30 feet (calculated), along said existing westerly line of Lot 33, Block 15801, to a point in the existing northerly line of Lot 33, Block 15801, thence;
4. Curving to the right, with a radius of 399.81 feet, an arc length of 62.23 feet, a chord bearing N 62°12'35" E, and a chord distance of 62.16 feet (calculated), along said existing northerly line of Lot 33, Block 15801, to the point and place of BEGINNING;

Containing 14,650 square feet or 0.336 acres, more or less;

Being also known as part of Lot 33 Block 15801 on the tax map of the City of Jersey City.

MALICK AND SCHERER, P.C.

Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

Date

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

PARCEL NO: TC15801.33

MUNICIPALITY: City of Jersey City

BLOCK AND LOT NO.: Block 15801, Lot 33

PROPERTY ADDRESS: Jersey Avenue, Jersey City, NJ 07302

CURRENT RECORD OWNER: Park Avenue Landing, LLC
(Formerly C.O.S. Properties, LLC)
78 John Miller Way, Suite 102
Kearny, New Jersey 07032

Parcel TC15801.33, as indicated on a map entitled: "INDIVIDUAL PROPERTY PARCEL MAP, City of Jersey City, Jersey Avenue Vehicular Bridge Over Mill Creek, Parcel No. RE15801.33, City of Jersey City, County of Hudson", Scale: 1"=30', Date: December 2018;

Parcel TC15801.33, including specifically all the land and premises located at about Station 19+95 (Jersey Avenue Baseline Stationing), right, and more particularly described as follows:

BEGINNING at a point on the proposed easterly Right-of-Way Line of Jersey Avenue, at about station 21+15, where it is intersected by the proposed Temporary Construction Easement Line, as shown on the aforementioned map, and running thence;

- 1) Along said easement line, South 67° 50' 25" East, a distance of 5.00 feet (calculated) to a point, shown at Station 21+14.71, thence;
- 2) Along the same, South 22° 09' 35" West, a distance of 267.31 feet (calculated) to a point, shown at Station 18+50.11, thence;
- 3) Along the same, North 67° 50' 25" West, a distance of 5.00 feet (calculated) to a point, on the aforesaid proposed easterly Right-of-Way Line of Jersey Avenue, thence;
- 4) Along said line, North 22° 09' 35" East, a distance of 267.31 feet (calculated) to the point and place of BEGINNING.

Containing 1,340 square feet or 0.031 acres, more or less;

Being also known as part of Lot 33 Block 15801 on the tax map of the City of Jersey City.

MALICK AND SCHERER, P.C.

Michael J. McAlpin, PLS
Professional Land Surveyor
New Jersey License No. 24GS03674700

Date

EXHIBIT D



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-023

TITLE: 3.C MAR 27 2019 4.C

APR 10 2019

Ordinance ratifying the execution and acceptance from Park Avenue Landing, LLC of a deed of easements for roadway purposes and a temporary construction easement and the execution and acceptance from Liberty Harbor Holding, LLC of a deed of temporary construction easement in connection with the construction of a new roadway connecting Jersey Avenue and Phillip Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

MAR 27 2019

Adopted on second and final reading after hearing on

APR 10 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APR 10 2019

Robert Byrne

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rafael R. Lavarro, Jr., Council President

Date

APR 10 2019

APPROVED:

Steven M. Fulop, Mayor

Date

APR 12 2019

Date to Mayor

APR 11 2019

City Clerk File No. Ord. 19-024

Agenda No. 3.D 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-024

TITLE:

AN ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXECUTION OF A GRANT OF EASEMENT AGREEMENT WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO PERMIT THE INSTALLATION, USE, MAINTENANCE AND REPAIR OF A POLE ANCHOR ON CITY-OWNED PROPERTY KNOWN AS BLOCK 2304, LOT 16 NEAR THE INTERSECTION OF CONGRESS STREET AND NEW YORK AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, the City of Jersey City (City) is the owner in fee simple of a certain tract of real property within the City commonly known as Block 2304, Lot 16 (Property) which is shown on Exhibit "A" attached hereto and located near the intersection of Congress Street and New York Avenue; and

WHEREAS, Public Service Electric and Gas Company (PSE&G) is a public utility company that is regulated by the New Jersey Board of Public Utilities and provides utility services to the public; and

WHEREAS, pursuant to N.J.S.A. 48:7-1, PSE&G has the authority to install electric utility poles within the City's public right-of-ways; and

WHEREAS, in order to provide safe, reliable service to the public PSE&G needs to install a new electric utility pole on the sidewalk of the public right of way known as Congress Street near its intersection with New York Avenue which is shown the map attached hereto as Exhibit "B"; and

WHEREAS, in order to safely install and maintain the new electric utility pole, PSE&G needs to install a permanent pole anchor on the City's Property at a location which is shown on the map attached hereto as Exhibit "C".

NOW, THEREFORE, Be it Ordained by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City hereby grants a permanent pole anchor easement affecting City-owned property commonly known as Block 2304, Lot 16 and shown on Exhibits "A" and "C" attached hereto; and

2. Subject to such modification as the Corporation Counsel may deem necessary or appropriate, the Mayor or Business Administrator is hereby authorized to execute the Grant of Easement agreement in substantially the form of Exhibit "D" attached hereto.

A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

C. This ordinance shall take effect at the time and in the manner provided by law.

D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.


NOTE: All material is new; therefore underlining has been omitted.

For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

RR
3-11-19


P.B.
3-18-19

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____


APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXECUTION OF A GRANT OF EASEMENT AGREEMENT WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY TO PERMIT THE INSTALLATION, USE, MAINTENANCE AND REPAIR OF A POLE ANCHOR ON CITY-OWNED PROPERTY KNOWN AS BLOCK 2304, LOT 16 NEAR THE INTERSECTION OF CONGRESS STREET AND NEW YORK AVENUE

Project Manager

Department/Division	Administration	Engineering
Name/Title	Joe Cunha	Municipal Engineer
Phone/email	547-6986	JCunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City is the owner in fee simple of a certain tract of real property within the City commonly known as Block 2304, Lot 16 (Property) located near the intersection of Congress Street and New York Avenue. PSE&G is a public utility company that is regulated by the New Jersey Board of Public Utilities and provides utility services to the public. Pursuant to N.J.S.A. 48:7-1, PSE&G has the authority to install electric utility poles within the City's public right-of-ways. In order to provide safe, reliable service to the public PSE&G needs to install a new electric utility pole on the sidewalk of the public right of way known as Congress Street near its intersection with New York Avenue. In order to safely install and maintain the new electric utility pole, PSE&G needs to install a permanent pole anchor on the City's Property.

Cost (Identify all sources and amounts)

PSE&G will pay the City \$500.00 for a pole anchor easement

Contract term (include all proposed renewals)

In perpetuity


Type of award

Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/26/19
Date

EXHIBIT A

EXHIBIT B

EXHIBIT B

- Pole Anchor Easement is for stabilization of Utility Pole.
- Easement area is 5 X 15 and is on grassy area between parking spots and fence (No parking spots will be used and will not disrupt parking lot area)



EXHIBIT C

EXHIBIT A

NEW YORK AVE

CONGRESS ST

PALISADE AVE

PS11712

71513

71514

71515

27202

P-71082

P-73148

P-70364

PROPOSED NEW POLE

NEED 5'X15' EASEMENT FOR POLE ANCHOR

JERSEY CITY

#595 PALISADE AVE
BLOCK # 2304 LOT 16

NAME (REASON FOR WORK) ANCHOR EASEMENT				
LOCATION 595 PALISADE AVE, JERSEY CITY, NJ				MUNICIPALITY ***
SPONSOR KODJO AGBENOU	DATE 12/19/2018	SKETCH NO.	CIRCUIT *****	AWMS PROJECT NO.
POLE PLATE **	GRID NO.	PUBLIC SERVICE ELECTRIC AND GAS COMPANY		AWMS JOB NO. ***

EXHIBIT D

Grant of Easement

RECORD AND RETURN TO:
Corporate Real Estate
PSEG Services Corp.
80 Park Plaza, T6B
Newark, NJ 07102

Prepared by: Nicholas Constantinou

GRANT OF EASEMENT

THIS INDENTURE, made this ____ day of _____, 2019, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey with an address at 280 Grove Street, Jersey City, NJ 07302 (hereinafter "Grantor"), and PUBLIC SERVICE ELECTRIC AND GAS COMPANY, having an office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the City of Jersey City, County of Hudson and State of New Jersey commonly known as Block 2304, Lot 16 (hereinafter called the "Property"); and

WHEREAS, PSE&G is a public utility regulated by the New Jersey Board of Public Utilities and provides utility services to the public; and

WHEREAS, pursuant to N.J.S.A. 48:7-1, PSE&G has the authority to install electric utility poles within the public right-of-ways of the State of New Jersey; and

WHEREAS, an anchor is necessary to be located on the Property to support a new utility pole that will be installed in the public right of way in order to provide safe, reliable service to the public; and

WHEREAS, Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the construction, installation and maintenance of a Pole Anchor (the "Facilities") at the Property, all in accordance with and for the purposes set forth in this Grant of Easement;

NOW, THEREFORE, in consideration of these promises and the sum of FIVE HUNDRED (\$500.00) DOLLARS, lawful United States currency paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

Grantor does hereby grant and convey unto Grantee an easement in perpetuity in, under, through, upon and across the hereinbefore described Property of Grantor, with full rights,

privileges and authority for Grantee to enter upon same from time to time, for the purpose of constructing, installing and maintaining the Facilities at the Property, as well as for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using the Facilities and other fixtures, appurtenances and facilities which Grantee may, in its exclusive discretion and sole judgment, deem necessary or proper for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said easement area and other remaining lands of Grantor as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement is more particularly shown on a map entitled, "ANCHOR EASEMENT," dated 12/19/18 and attached hereto as Exhibit A, and is more particularly described with an aerial picture shown in Exhibit B.

Grantor does further grant and convey to Grantee the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees and vegetation which might, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient, use, maintenance or operation of said Facilities within the easement area.

Grantor shall have the right to use, occupy and enjoy the surface and air space above the easement area for any purpose which does not, within the exclusive discretion and sole judgment of Grantee, interfere with or threaten the safe, proper or convenient use, occupancy and enjoyment of same by Grantee. Grantor agrees, however, to comply with the requirements of the National Electrical Code and the National Electrical Safety Code, the Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the Natural Gas Pipeline Safety Act of 1968, and to the "Underground Facility Protection Act," as applicable to clearances to any buildings or structures and agrees that no buildings or structures shall be erected within the easement area. Grantor shall at all times provide access to Grantee.

Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor, and any damage done to the land or premises of Grantor shall be promptly repaired and restored as nearly as possible to its condition immediately prior to damage, at the sole cost and expense of Grantee.

If Grantor shall, at any time after the initial installation of said Facilities, request Grantee to relocate said Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto at the sole cost and expense of Grantee, Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all liens and encumbrances.

Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines,

penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any negligent act, omission or willful misconduct of Grantee or by any employee, licensee, invitee or agent of Grantee. Grantee shall maintain at its sole cost and expense commercial general and automotive liability insurance protecting the Grantor against claims for bodily injury, death, or property damage of \$2,000,000.00 per occurrence and in the aggregate naming the Grantor as an additional insured. Grantee must also maintain worker's compensation coverage with New Jersey statutory limits and Employer's Liability in the amount of \$1,000,000.00.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have signed these presents the day and year first above written.

CITY OF JERSEY CITY

By: _____
Name:
Title:

WITNESS/ATTEST

Name:
Title:

**PUBLIC SERVICE ELECTRIC
AND GAS COMPANY
By PSEG Services Corp., Agent**

By: _____
Patrick G. Reed
Principal Real Estate Consultant

ATTEST

Name:
Title:

STATE OF _____)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the subscriber, a Notary Public of the State of _____, personally appeared _____, who, I am satisfied, is _____ of _____, named in and which executed the foregoing instrument for and on behalf of _____ as the voluntary act and deed of said _____.

Notary

STATE OF NEW JERSEY)
: SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared PATRICK G. REED, who, I am satisfied, is the Principal Real Estate Consultant – Corporate Real Estate of PSEG Services Corporation, Agent for PUBLIC SERVICE ELECTRIC AND GAS COMPANY, the corporation named in and which executed the foregoing instrument, and he thereupon acknowledged that the said instrument was made by the corporation and sealed with its corporate seal and was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Notary

EXHIBIT A

NEW YORK AVE

CONGRESS ST

PALISADE AVE

JERSEY CITY

PS11712

71513

71514

71515

27202

P-71082

P-73148

P-70364

PROPOSED NEW POLE

NEED 5'X15' EASEMENT FOR POLE ANCHOR

#595 PALISADE AVE
BLOCK # 2304 LOT 16

NAME (REASON FOR WORK) ANCHOR EASEMENT				
LOCATION 595 PALISADE AVE, JERSEY CITY, NJ				MUNICIPALITY ***
SPONSOR KODJO AGBENOU	DATE 12/19/2018	SKETCH NO.	CIRCUIT 61434	AWMS PROJECT NO.
POLE PLATE **	GRID NO.	PUBLIC SERVICE ELECTRIC AND GAS COMPANY		AWMS JOB NO. ***

EXHIBIT B

- Pole Anchor Easement is for stabilization of Utility Pole.
- Easement area is 5 X 15 and is on grassy area between parking spots and fence (No parking spots will be used and will not disrupt parking lot area)



Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-024
TITLE: 3.D MAR 27 2019 4.D

APR 10 2019

An ordinance of the Municipal Council of the City of Jersey City authorizing the execution of a grant of easement agreement with Public Service Electric and Gas Company to permit the installation, use, maintenance and repair of a pole anchor on City-owned property known as Block 2304, Lot 16 near the intersection of Congress Street and New York Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAR 27 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
APR 10 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
APR 10 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

MAR 27 2019

Adopted on first reading of the Council of Jersey City, N.J. on

APR 10 2019

Adopted on second and final reading after hearing on

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APR 10 2019

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

APR 10 2019

APPROVED:

Steven M. Fulop, Mayor

Date

APR 12 2019

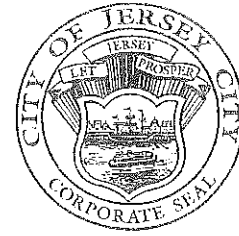
Date to Mayor

APR 11 2019

City Clerk File No. Ord. 19-025

Agenda No. 3.E. 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-025

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS
TENANT, TO RENEW A LEASE AGREEMENT WITH THE COUNTY OF
HUDSON FOR RECREATIONAL FIELDS AT LINCOLN PARK WEST

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("City") had a need for recreational fields for football, baseball, softball, and soccer games; and

WHEREAS, the County of Hudson ("County") is the owner of parklands commonly known as Lincoln Park, a portion of which is located to the west of State Highway Routes 1 & 9 in Jersey City; and

WHEREAS, to fulfill the need for athletic fields and recreational areas in the County and the City, the City leased approximately eight (8) acres of this parkland in an area referred to as Lincoln Park West from the County and constructed football, baseball, softball and soccer fields ("Recreational Fields"); and

WHEREAS, City Ordinance 93-033A, adopted on April 14, 1993, authorized the City to lease the Recreational Fields from the County; and

WHEREAS, the term of the Lease began on June 1, 1993 and ended on May 31, 2018; and

WHEREAS, the City and County desired to renew the Lease for the Recreational Fields; and

WHEREAS, the renewal of the Lease and its terms required the approval of the New Jersey Department of Environmental Protection ("NJDEP"); and

WHEREAS, in February 2019, the NJDEP approved the renewal of the Lease; and

WHEREAS, the Lease term is five (5) years effective June 1, 2018 and the City has an option to renew the lease for an additional five (5) year term; and

WHEREAS, the annual rent is One Dollar (\$1.00); and

WHEREAS, N.J.S.A. 40A:12-5 and N.J.S.A. 40A:12-14(b) provide that a municipality may by ordinance acquire property by lease.


NOW, THEREFORE, BE IT ORDAINED by the City Council of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to execute the Lease Agreement, attached hereto, with the County of Hudson for the Recreational Fields located at Lincoln Park West;

- 2) The term of the Lease is five (5) years effective June 1, 2018 and ending on May 31, 2023; and
 - 3) The annual rent is One Dollar (\$1.00).
-
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. The ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.


RR
3-12-19

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED:  _____
Business Administrator

Certification Required ☐

Not Required ☒

R.R.
3-15-19

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY, AS TENANT, TO RENEW A LEASE AGREEMENT WITH THE COUNTY OF HUDSON FOR RECREATIONAL FIELDS AT LINCOLN PARK WEST

Project Manager

Department/Division	Recreation	
Name/Title	Arthur Williams	Director
Phone/email	547-4537	AJWilliams@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To fulfill the need for athletic fields and recreational areas in the City, the City leased approximately eight (8) acres of parkland in an area referred to as Lincoln Park West from the County. City Ordinance 93-033A, adopted on April 14, 1993, authorized the City to lease recreational fields from the County. The term of the Lease began on June 1, 1993 and ended on May 31, 2018. The City and the County desired to renew the Lease for the recreational fields. The renewal of the Lease and its terms required the approval of the New Jersey Department of Environmental Protection ("NJDEP"). In February 2019, the NJDEP approved the renewal of the Lease.

Cost (Identify all sources and amounts)

\$1.00 per year

Contract term (include all proposed renewals)

Five years effective June 1, 2018 with an option to renew for an additional five years.

Type of award Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LEASE AGREEMENT

**COUNTY OF HUDSON (LANDLORD)
TO
CITY OF JERSEY CITY (CITY)**

**Recreational Fields (8 Acres), Lincoln Park West
Block 16002, Lot 1**

This Agreement made this day of 2019, by and between the **COUNTY OF HUDSON**, a body politic and corporate of the State of New Jersey (referred to hereafter as the "County") whose address is 567 Pavonia Avenue, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY** (referred to hereafter as "City") with offices located at 280 Grove Street, Jersey City New Jersey 07306.

WITNESSETH:

WHEREAS, the County is the owner of parklands commonly known as Lincoln Park, a portion of which is located to the west of State Highway Routes 1 & 9 in the City of Jersey City; and

WHEREAS, to fulfill the need for athletic fields and recreation areas in the County and the City, the City leased approximately eight (8) acres of this parkland area from the County to construct football, baseball, softball and soccer fields (hereinafter referred to as "Recreational Fields" or "Premises"); and

WHEREAS, the term of the Lease began on June 1, 1993 and ended on May 31, 2018; and

WHEREAS, said Recreational Fields have been constructed and the Lease has now expired;

WHEREAS, the City and County now desire to renew the Lease for the Recreational Fields; and

WHEREAS, said Lease shall be subject to the New Jersey Department of Environmental Protection Green Acres approval (herein referred to as "Green Acres").

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties do hereby agree as follows:

1. **RENT** The City shall pay to the County the annual rental of One Dollar (\$1.00) on the commencement of this Lease and annually thereafter on the first day of June 1, 2019 and for each and every year during the existence of this Lease.

2. **TERM OF LEASE** The term of the Lease shall be for Five (5) years commencing on June 1, 2018 and ending on May 1, 2023. The Lease may be renewed for an additional term of Five (5) years, said term commencing on June 1, 2023 and ending on May 1, 2028. Said renewal is subject to the approval of Green Acres. The City shall have the exclusive right at any time during the term of this Lease to surrender the Lease upon written notice to the County by giving at least six (6) months prior to the effective date of the surrender.

3. **PREMISES** The County does hereby lease the Recreational Fields to the City consistently of approximately Eight (8) Acres of the west side of Lincoln Park in the City of Jersey City, a map is attached as Exhibit A.

4. **GREEN ACRES AND LWCF STATE ASSISTANCE PROGRAM**

The Premises will be subject to and encumbered by both Green Acres Program restrictions for funded parkland as provided at N.J.S.A. 13:8C-1 et seq. and N.J.A.C. 7:36-1 et seq. as may be amended and supplemented as well as by the United States National Park Services Land and Water Conservation Fund State Assistance Program (referred to hereafter as "LWCF State Assistance Program") restrictions as provided at 16 U.S.C. 4601-4 et seq. and 36 C. F.R. 59.1 et seq. as may be amended and supplemented. The City hereby agrees to accept the Premises with the Green Acres and the LWCF State Assistance Program restrictions, including restrictions against disposal, diversion or conversion to a use for other than recreation and conservation purposes.

The City shall exercise its rights under the Lease to ensure that the Premises continues to be operated for public outdoor recreation in accordance with N.J.A.C. 7:36-25.13(b)(7)-(8) and LWCF State Assistance Program restrictions and for recreation and conservation purposes in accordance with the Green Acres Program restrictions. The Premises shall be open to entry and use by all persons regardless of race, color, national origin, religion, sex or residence in accordance with Title VI of the 1964 Civil Rights Act.

5. **USE OF PREMISES** The use of the Premises shall be restricted to a public use only, including for Recreational Fields for athletic events. Further, any public use shall be restricted to recreational and conservation purposes as defined and permitted under Green Acres Program rules and regulations. The use of the Premises shall promote the use of Green Acres funded parkland for recreation and conservation purposes through its restriction to use as a public park. The Premises shall be used only

for the purposes enumerated herein. Any use other than that which is set forth herein shall constitute a material breach of this agreement.

6. **PUBLIC ACCESS** In accordance with N.J.A.C. 7:36-25.10, reasonable public access to the Premises shall be afforded at all times during the term of this Lease and any renewal. In addition, and as set forth in N.J.A.C. 7:36-25.10, the County shall maintain and schedule the use of the Recreational Facilities to accommodate organized sports or other recreation or conservation purposes, including said "use schedule" for the City. Said "use schedule" shall not allow for exclusionary use or discriminatory scheduling of the Premises based on residency or otherwise in violation of the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. or other applicable law.

7. **UTILITIES AND SERVICES (CARRYING CHARGES)** In addition to and as otherwise set forth in this Lease, City shall be responsible for and pay when due all carrying charges which are or may be assessed or imposed upon the Premises. Those charges include but are not limited to: water, sewer, electricity, heating systems and cooling systems. If the carrying charges of the Premises are not paid, such charges will become payable as rent, and said rent being due within 30 days of demand being made by the County.

8. **MAINTENANCE AND REPAIRS** City shall be solely responsible for the maintenance, repair, replacement, restoration, and costs related to the City's use of the Premises. Maintenance shall include, but not be limited to: repair, replacement, restoration and costs related to keeping the Premises in clean, good condition and repair; keeping all improvements free of debris, weeds, graffiti, snow and ice; landscaping, flowers and grass; removal of trash and waste from the trash receptacles on a daily basis;

maintenance of all lighting; and otherwise maintaining the Premises in a condition which is equal to or better than its condition at the time of its subjection to Green Acres restrictions, in accordance with N.J.A.C. 7:36-25.1. Any work performed by City, its representatives, agents, employees or contractors under this Agreement shall be performed in a workmanlike manner.

9. **ALTERATIONS** City shall make no alterations or additions without first obtaining the written consent of the County and the New Jersey Department of Environmental Protection, and all alterations and additions made by the City shall be deemed a part of the leased Premises and permanent structures thereon and shall remain upon and be surrendered with the leased Premises at the termination of the lease.

10. **PREVAILING WAGE** If applicable, the City, its contractors, subcontractors or agents shall pay or cause to be paid to all personnel employed regarding any work on the Premises, not less than the salaries or wages prevailing in the locality, as determined or adopted subsequent to a determination under applicable state or local law. At the request of the County, but no more than once a month during the period of construction, the City, its contractors, subcontractors and agents shall provide a certification as to compliance with the state laws governing prevailing wages. This requirement shall not apply to executive, clerical, supervisory and administrative employees.

11. **COMPLIANCE WITH LAWS, ETC.** City shall comply and shall ensure that any activities conducted on the Premises in accordance with this Agreement comply with this Lease and any deed restrictions (if any) pertaining to the Premises at the City's own cost and expense. The City shall promptly comply and shall ensure that

any activities conducted on the Premises in accordance with this Agreement comply with all laws, statutes, ordinances, rules, orders, regulations, requirements and directives of the Federal, State and Municipal government or Public Authorities, and of any and all their departments and bureaus, applicable to and affecting said Premises or the use and occupancy of the Premises during said term, including Green Acres and LWCF State Assistance program restrictions; and shall also promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwritings or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the City's own cost and expense.

12. **ASSIGNMENT AND SUBLEASE** The City shall not have the right to assign or sublease this Lease without the prior written approval of the County and the New Jersey Department of Environmental Protection. In the event such approval is granted, the Sublessee shall abide by all terms and conditions of the Lease. The City shall remain responsible and liable for the faithful performance of the Lease.

13. **RESTRICTION OF USE** The City shall not occupy or use the Leased Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purposes deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

14. **INSURANCE COVERAGE** The City shall provide and maintain at their own cost and expense the following insurance policies, providing to the County as provided herein copies of same including Certificates of Insurance within two weeks of procurement:

a. General Liability

The City shall provide and maintain Comprehensive General Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) per Occurrence and Two Million Dollars (\$2,000,000) per aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. The insurance required under this section shall protect the City against damage claims, which may arise from operations under this Lease whether such operations are by the insured or by anyone directly or indirectly employed by the City and also against any of the special hazards which may be encountered in performance of this Agreement.

b. Workers Compensation and Employers Liability Insurance

City shall provide and maintain Workers Compensation and Employees Liability Insurance to the extent of the maximum limit of liability for injuries and death as required by applicable statutes, ordinances and regulations. In the event any work is sublet, the City shall require the Subcontractor to similarly provide said insurance, Workers Compensation and Employees Liability Insurance, for the latter's employees unless such employees are covered by protection afforded by the City's Workers Compensation and Employees Liability Insurance.

c. Property Insurance

The City, at their own cost and expense, shall be required to provide and maintain property insurance protecting the County. The coverage shall be written for 100% of the replacement value of this property subject to a deductible of not more than One Thousand Dollars (\$1,000.00). The form of coverage shall be All-Risk Form. All property losses

shall be made payable to and adjusted with the County, and the minimum amount of this coverage shall be (One Hundred and Fifty Thousand Dollars) \$150,000.00.

d. Motor Vehicle Liability

Should motor vehicles be used in connection with City's operations, City shall provide and maintain a policy of Comprehensive Automobile Liability Insurance with a combined single limit of liability per occurrence of One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

e. Any Other Insurance Required by Law

City shall provide and maintain any other policy which may be required by law or regulation as a condition to the City's use of the Premises and continued licensing or other required permits needed for the conduct of City's operations.

f. Additional Insurance Requirements

All insurance policies shall name the County and the New Jersey Department of Environmental Protection as additional named insureds.

All of the above policies shall be subject to continuous examination by the County. If at any time, the foregoing policies or company issuing such policies shall be or become unsatisfactory to the County, the City shall, upon notice, promptly obtain a new policy, submit same to the County Law Department and submit a Certificate of Insurance as provided herein. Upon failure to furnish, deliver and maintain such insurance as provided herein, this Lease, at the election of the County Counsel, may be declared suspended, discontinued or terminated. Failure of the City to take out and maintain any required insurance shall not relieve the City from any liability under this Lease, nor shall the requirements be construed to conflict with or otherwise limit the

obligations of the City concerning indemnification. The City shall in no way be precluded from carrying such other insurance as it deems necessary and proper for the safe and efficient operation of the Premises.

All insurance shall be obtained from insurance companies licensed in the State of New Jersey that have ratings of an "A" or better (A.M. Best's). Coverage shall not be cancelled or altered without thirty (30) days prior written notice by certified mail, return receipt requested to the insurer and to the County prior to its taking effect. Should such notice be received, the City shall within ten (10) days, procure the same coverage from another insurer, and if coverage is not obtained, then the County may obtain the same at the cost and expense of the City.

Insurers shall have no right of recovery or subrogation against the County, including its Agents or Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

15. **INCREASE OF INSURANCE** It is the intent of the parties that the insurance requirements mandated herein shall at all times be adequate to protect the County from liability. Therefore, the parties agree, from time to time, to evaluate the insurance obligations of the City, both as to types of coverage and the limits of coverage, to make certain that the insurance provided adequately protects the County from liability given the existing prevailing standards for this type of coverage. In the event it is determined by the County, which determination shall not unreasonably be made, that the type of insurance coverage and/or limits of insurance coverage is inadequate under the

standard set forth in herein, then the City agrees to provide such coverage as requested by the County.

16. **INDEMNIFICATION** It is the intent of the parties that the County shall have no liability or responsibility in connection with the use of the Premises by the City pursuant to the terms of this Agreement. The City shall indemnify and hold harmless the New Jersey Department of Environmental Protection and the County and the Board of Chosen Freeholders, their officers, agents, employees and servants from and against any and all liability, claims, suits, damages, costs, losses and expenses caused by, resulting from, or based upon the acts or omissions (whether negligent, intentional, accidental or otherwise) of the City, its agents, servants, employees or invitees arising out of or relating to City's use or occupancy of the Premises, or performance under this Lease. In addition, the City shall at City's own expense, appear and defend all actions and pay any costs of the County arising therefrom, including attorney's fees, and if any judgment shall be rendered against the County, City shall satisfy and discharge that judgment.

The County hereby agrees to indemnify and hold harmless, the City from and against all actions, suits, claims, damages, expenses (including attorney's fees and disbursements), costs and liabilities arising out of or as a result of the County's use of the Recreational Fields, except for that which arises from the City's own use of the Recreational fields or due to the City's gross negligence or willful misconduct.

17. **NON-WAIVER BY COUNTY** The various rights, remedies, options and elections of the County under this Lease are cumulative. The failure of the County to enforce strict performance by the City of the conditions and covenants of this Lease or to

exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the County of any installment of rent after any breach by the City, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the County of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

18. **NON-PERFORMANCE BY COUNTY** This Lease and the obligation to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the County's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the County.

19. **VALIDITY OF LEASE** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable laws, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

20. **NOTICES** All notices or other communications required under the terms of this Lease shall be delivered personally or by certified or registered mail, return receipt requested to the address of the parties as shown set forth below, or to such other

address as may be designated in writing, which notice of changed address is given in the same manner.

TO THE COUNTY OF HUDSON:

Michael V. Ascolese
Division Chief
Hudson County Parks & Recreation Department
Lincoln Park, New Jersey 07304

COPY TO:

Donato Battista, Esq., County Counsel
Office of the County Counsel
County of Hudson
4th Floor
567 Pavonia Avenue
Jersey City, New Jersey 07306

TO THE CITY OF JERSEY CITY:

Brian Platt, Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

COPY TO:

Peter Baker, Esq.
Corporation Counsel
City Hall
280 Grove Street
Jersey City, New Jersey 07302

21. **ENTIRE CONTRACT** The Lease contains the entire contract

between the parties. No representative, agent or employee of the County has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or

modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed, subject to the written approval of the New Jersey Department of Environmental Protection.

22. **TERMINATION IN THE EVENT OF DEFAULT** If an Event of Default occurs, the County may, at any time thereafter, give notice of said default in writing to the City. The City shall have thirty (30) days from the date of the written notice to cure said default. In the event the City fails to cure the default within thirty (30) days, the County shall have the right to terminate this Lease. Upon giving such written notice of the termination, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the County will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, at the City's cost and expense, without liability for damage.

23. **ADDITIONAL PROVISIONS**

a. The City shall provide a telephone number which can be used in case of emergency.

b. This Agreement is expressly conditioned upon both parties hereto executing and delivering to each other resolutions and/or ordinance passed by their respective governing bodies authorizing this Agreement.

c. All references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall inure to the benefit of and shall

bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

d. This Lease shall be governed and construed in accordance with the laws of the State of New Jersey. Any legal action for enforcement or any other issue relating to this instrument shall be instituted in the Superior Court of the State of New Jersey located in Hudson County.

e. In the event that either party institutes an action for enforcement of any provision of this Lease, then, in addition to any other relief, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in prosecution of any action against the non-prevailing party.

f. The above referenced recitals shall be incorporated in this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals, or caused these present to be signed by their proper corporate officers and their proper corporate seal to be affixed hereto, the day and year first above written.

CITY:
City of Jersey City

By: Brian Platt
Business Administrator

LANDLORD:
County of Hudson

By: Abraham Antun
Hudson County Administrator

STATE OF NEW JERSEY)

:SS

COUNTY OF HUDSON)

BE IT REMEMBERED, that on this day of Two Thousand and
Eighteen before me, the subscriber, personally appeared
ALBERTO G. SANTOS, who being by me duly sworn according to law, on his oath says
that he is the Clerk of the Board of Chosen Freeholders of the County of Hudson and that
ABRAHAM ANTUN, is the County Administrator, that he knows the corporate seal of
said County of Hudson and that the seal affixed to the foregoing instrument is the seal of
said county that the said ABRAHAM ANTUN as County Administrator signed said
instrument and affixed said seal thereto as his voluntary act and deed for the uses and
purposes therein expressed, in attestation whereof, he the said ALBERTO G. SANTOS,
as Clerk, subscribed his name thereto.

Alberto G. Santos
Clerk of Board of Chosen Freeholders

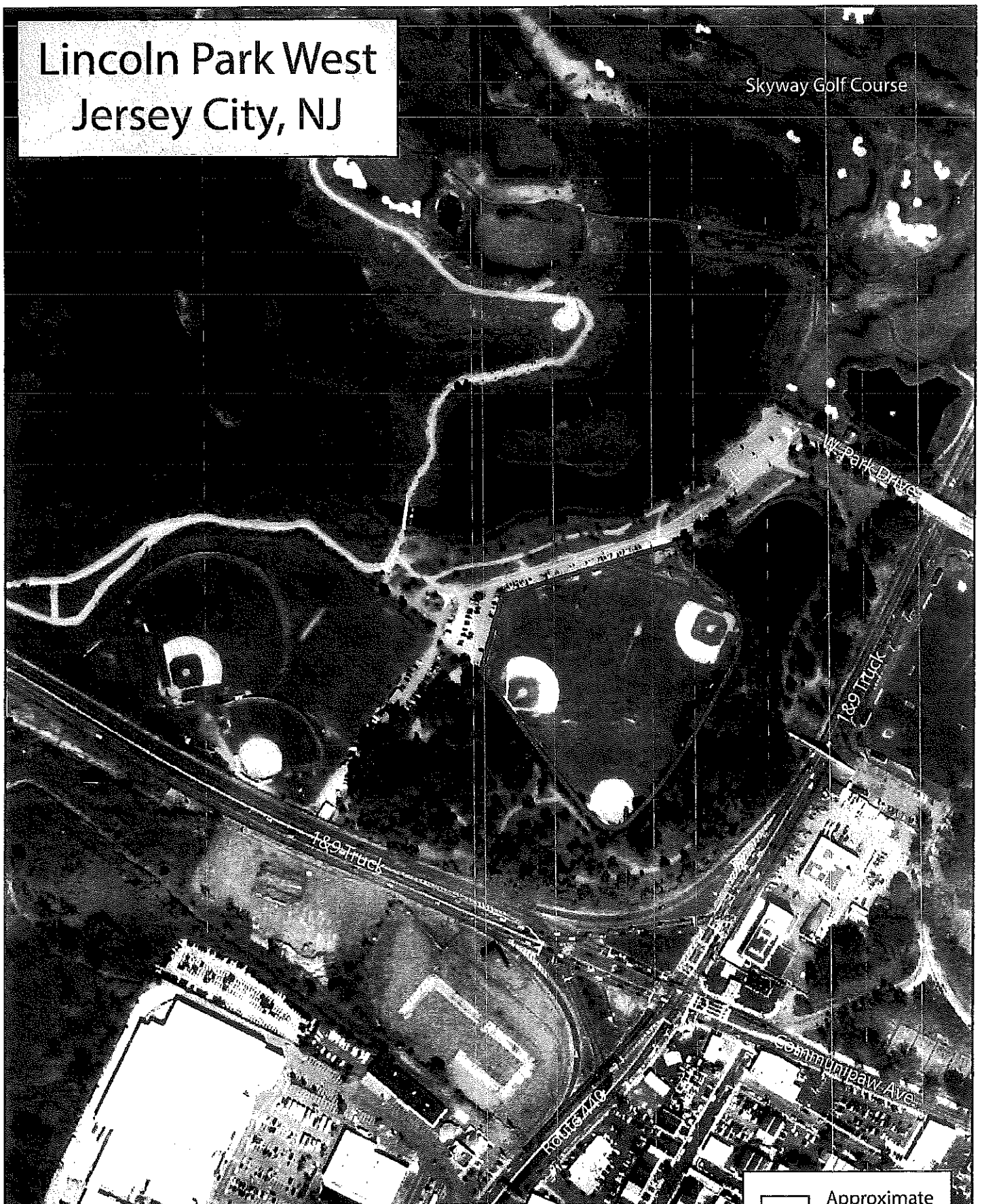
Sworn to and subscribed before me
this day of 2019

Notary public

EXHIBIT A

Lincoln Park West Jersey City, NJ

Skyway Golf Course



Aerial map illustrating the approximate boundaries of recreational fields to be leased to the City of Jersey City by the County of Hudson.

Approximate
Lease Area

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-025

TITLE: 3.E MAR 27 2019 4.E

APR 10 2019

An ordinance authorizing the City of Jersey City, as tenant, to renew a lease agreement with the County of Hudson for recreational fields at Lincoln Park West.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 27 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 10 2019 9-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>PRINZ-AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 10 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on _____

MAR 27 2019

Adopted on second and final reading after hearing on _____

APR 10 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on _____

APR 10 2019

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED: _____

Rolando R. Lavarro, Jr., Council President

Date _____

APR 10 2019

APPROVED: _____

Steven M. Fulop, Mayor

Date _____

APR 12 2019

Date to Mayor _____

APR 11 2019